

RECEIVED NOV 02 2009
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DANIEL R. McKINNEY 4P
SCHOOLCRAFT CO. REGISTER
Page 1 of 4 DD 185/218
JLO Date 11/02/2009 Time 12:24:11

QUITCLAIM DEED

1991 Revenue Bonds, Series II
Schoolcraft County Minimum
Security Camp (Manistique)

THIS QUITCLAIM DEED is made as of September 30, 2009 between the STATE BUILDING AUTHORITY (the "Authority"), a public body corporate and politic, organized and existing under the authority of 1964 PA 183, as amended (the "Act"), whose address is Lewis Cass Building, 320 S. Walnut, Lansing, Michigan, Grantor, and the STATE OF MICHIGAN, whose address is Capitol Building, Lansing, Michigan, Grantee;

The Authority, as authorized by the Act, acquired the premises described on Exhibit A for the purpose of leasing the premises, including facilities constructed thereon, to the State of Michigan (the "State") (the premises and the facilities together are the "Facilities"), and the Authority leased the Facilities to the State pursuant to a lease dated as of December 1, 1991 (the "Lease").

Under the terms of the Lease, the Authority agreed to convey title to the Facilities to the State upon request by the State after certain conditions specified in the Lease have occurred.

All conditions precedent, as established by the Lease, to conveyance of title to the Facilities by the Authority to the State have occurred and the State has requested that the Authority convey title to the Facilities to the State.

NOW THEREFORE, the STATE BUILDING AUTHORITY QUITCLAIMS to the STATE OF MICHIGAN the premises described on attached Exhibit A, together with all right, title and interest of the Authority in and to the premises; together with all the easements of record, tenements, hereditaments and appurtenances belonging or appertaining thereto for the use of the State for the sum of One (\$1.00) Dollar, the receipt of which is acknowledged, and the assumption by the State of all monetary obligations and legal responsibilities for the operation and maintenance of the Facilities.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act. MCL 560.109(4).

This deed is not given in connection with the sale of a parcel of land. Therefore, the rights to division under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967 is not applicable.

THIS INSTRUMENT IS EXEMPT FROM COUNTY AND STATE REAL ESTATE TAX PURSUANT TO MCL 207.505(h)(i) AND MCL 207.526(h)(i), RESPECTIVELY.

IN WITNESS WHEREOF, the State Building Authority, by its Executive Director, and the State of Michigan, by its Governor and Secretary of State, have executed this instrument as of the date written above.

STATE BUILDING AUTHORITY

By Deborah M. Roberts
Deborah M. Roberts
Its: Executive Director

STATE OF MICHIGAN

By Jennifer M. Granholm
Jennifer M. Granholm
Its: Governor

By Ten Lynn Land
Ten Lynn Land
Its: Secretary of State

STATE OF MICHIGAN)

COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me in Ingham County, Michigan this 12th day of October 2009, by Deborah M. Roberts, as Executive Director, on behalf of the State Building Authority.

TEANN M. SMITH
NOTARY PUBLIC, STATE OF MI
COUNTY OF CLINTON
MY COMMISSION EXPIRES Dec 24, 2012
ACTING IN COUNTY OF Ingham

Teann M. Smith
Notary Public
Clinton County, Michigan
Acting in Ingham County, Michigan
My Commission Expires: December 24, 2012

STATE OF MICHIGAN)

COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me in Ingham County, Michigan this 20th day of October 2009, by Jennifer M. Granholm, as Governor of the State of Michigan, on behalf of the State of Michigan.

SHERY ANN HICKS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Mar. 27, 2015
Acting in the County of Ingham

Sherry Ann Hicks
Notary Public
Oakland County, Michigan
Acting in Ingham County, Michigan
My Commission Expires: 03/27/2015

STATE OF MICHIGAN)

COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me in Ingham County, Michigan this 15th day of October 2009, by Terri Lynn Land, as Secretary of State of the State of Michigan, on behalf of the State of Michigan.

Janet E. Robinson
Notary Public Janet E. Robinson
Ionia County, Michigan
Acting in Ingham County, Michigan
My Commission Expires: 7-24-2013

(Names of all signatories must be typed or legibly printed in black beneath their signatures.)

Drafted By and When Recorded Return To:

Alan J. Lambert
Assistant Attorney General
Finance Division
P.O. Box 30754
Lansing, Michigan 48909
Telephone: (517) 373-1130

LF/Title Reconvey (Schoolcraft Cty Min Sec)/2009-0027711-A/QCD
0000834504S045

EXHIBIT A

SCHOOLCRAFT COUNTY MINIMUM SECURITY CAMP (MANISTIQUE)

Legal Description

A parcel of land being part of the NE 1/4 of the NE 1/4 of Section 12, T41N-R16W, and part of the NW 1/4 of the NW 1/4 of Section 7, T41N-R15W, City of Manistique, Schoolcraft County, Michigan described as:

Commencing at the Northwest corner of Section 7; thence S00°22'09"W, 15.58 feet to the South Right-of-Way line of the Wisconsin Central Railroad; thence S88°22'52"E, 547.40 feet along the South Railroad Right-of-Way line; thence S00°22'09"W, 894.43 feet; thence N89°36'54"W, 547.27 feet to a found concrete monument on the West line of Section 7; thence N89°05'11"W, 449.78 feet to a found concrete monument; thence S02°29'48"W, 60.01 feet to a found concrete monument; thence N89°03'52"W, 422.66 feet to the East Right-of-Way line of Maple Avenue; thence N02°24'01"E, 104.30 feet along the East Right-of-Way line of Maple Avenue to the North Right-of-Way line of Pine Street; thence N78°15'15"W, 31.60 feet along the North Right-of-Way line of Pine Street; then N03°17'44"E, 867.11 feet to the South Right-of-Way line of the Wisconsin Central Railroad; thence S88°22'52"E, 857.85 feet along the South Railroad Right-of-Way line to the Point of Beginning containing 30.297 acres and subject to restrictions, reservations, rights-of-way and easements of record.

EASEMENT AGREEMENT

This Easement Agreement is made as of this 16th day of January, 200~~3~~⁴, by and between the State Building Authority (the "Authority"), a public body corporate and politic, organized and existing under the authority of 1964 PA 183, as amended (the "Grantor"), whose address is Lewis Cass Building, First Floor, 320 S. Walnut St., Lansing, Michigan 48909, and American Transmission Company (the "Grantee"), whose address is N19 W23993 Ridgeview Parkway West, Waukesha, WI 53188.

WHEREAS, Grantee has requested an easement (the "Easement") across the Camp Manistique Project (the "Project") for electrical transmission line purposes;

WHEREAS, the Authority is informed that the Easement will not interfere with the Project;

WHEREAS, by Resolution of the Authority adopted JUNE 9, 2003, the Authority authorized the granting of an Easement to the American Transmission Company for electrical transmission line purposes.

THEREFORE, the Authority, for and in consideration of the sum of TWO THOUSAND EIGHT HUNDRED Dollars (\$2,800), the receipt of which is acknowledged, the mutual covenants contained herein, and other good and valuable consideration, hereby grants to the American Transmission Company, its successors and assigns, an Easement in, unto and upon the following parcel of land situated in the City of Manistique, Schoolcraft County, Michigan:

Parent Parcel

A parcel of land being part of the NE 1/4 of the NE 1/4 of Section 12, T41N-R16W, and part of the NW 1/4 of the NW 1/4 of Section 7, T41N-R15W, City of Manistique, Schoolcraft County, Michigan described as:

Commencing at the Northwest corner of Section 7; thence S00°22'09"W, 15.58 feet to the South Right-of-Way line of the Wisconsin Central Railroad; thence S88°22'52"E, 547.40 feet along the South Railroad Right-of-Way line; thence S00°22'09"W, 894.43 feet; thence N89°36'54"W, 547.27 feet to a found concrete monument on the West line of Section 7; thence N89°05'11"W, 449.78 feet to a found concrete monument; thence S02°29'48"W, 60.01 feet to a found concrete monument; thence N89°03'52"W, 422.66 feet to the East Right-of-Way line of Maple Avenue; thence N02°24'01"E, 104.30 feet along the East Right-of-Way line of Maple Avenue to the North Right-of-Way line of Pine Street; thence N78°15'15"W, 31.60 feet along the North Right-of-Way line of Pine Street; then N03°17'44"E, 867.11 feet to the South Right-of-Way line of the Wisconsin Central Railroad; thence S88°22'52"E, 857.85 feet along the South Railroad Right-of-Way line to the Point of Beginning containing 30.297 acres and subject to restrictions, reservations, rights-of-way and easements of record.

Easement

A parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 7, Town 41 North, Range 15 West, City of Manistique, Schoolcraft County, Michigan, more particularly described as commencing at the Northwest corner of said Section 7; thence S00°22'09"E along the West line of said Section 7 a distance of 15.58 feet to the South right-of-way line of the Wisconsin Central Railroad; thence S88°22'52"E along said South right-of-way line a distance of 447.38 feet to the POINT OF BEGINNING of this easement description:

thence continuing S88°22'52"E along said South railroad right-of-way line a distance of 100.02 feet;
thence S00°22'09"W a distance of 894.43 feet;
thence N89°36'54"W a distance of 100.00 feet;
thence N00°22'09"E a distance of 896.63 feet to the POINT OF BEGINNING.

Containing 2.056 acres, more or less. Subject to all other easements, conditions, reservations, exceptions and restrictions contained in prior conveyances of record.

This Easement is granted subject to the following terms and conditions which Grantee accepts and with which Grantee hereby agrees to comply:

1. Grantor makes this grant of easement to Grantee, its successors and assigns, and also the agents acting on their behalf, the right, permission, and authority to enter the easement lands and there to construct, erect, install, operate, patrol, inspect, maintain, repair, remove and replace four (4) TRANSMISSION LINES OF 138,000 volts or less, with towers, poles or other structures constructed of materials selected by the grantee, together with and including the necessary crossarms, footings, stub supports, anchors and other appliances and miscellaneous hardware, as required for the support of the wires and cables of said transmission lines and necessary for their safe and proper operation, for the purpose of transmitting electric energy.
2. The Grantee shall keep Grantor harmless from any loss or damages to Grantor's property resulting from the installation, construction and maintenance of any utilities within the Easement. Grantee shall indemnify Grantor for any costs it incurs from any loss or damages to Grantor's property resulting from the installation, construction and maintenance of any utilities within the Easement. The Grantee may meet the requirements of this section by the acquisition of insurance or performance bonds satisfactory to the Grantor.
3. The granting of the Easement does not vest in the Grantee authority to use any portion of the said property for purposes other than herein designated.
4. This Easement shall continue for such period of time as the Grantee shall maintain said electrical transmission lines.
5. The right, permission and authority is also granted to Grantee to cut down and remove or trim all trees, overhanging branches and brush now or hereafter existing within the Easement, also granting the right to trim or cut down and remove other trees as now or may hereafter exist on the property of the Grantor which are located outside of and adjacent to the easement, which by falling might interfere with, endanger or be hazardous to the operation of said transmission lines.
6. The Grantor makes this grant of Easement with the understanding that if damages to the Grantor's property should occur as a result of the Grantee crossing over or working on Grantor owned land, then prompt restoration or payment shall be made from the Grantee to the Grantor, their heirs or assigns, for such damages, including but not limited to damage to crops, fences or animals.

7. The terms and conditions of this Easement Agreement shall be binding upon the successors and authorized assigns of the respective parties.

THIS CONVEYANCE IS EXEMPT FROM THE REAL ESTATE TRANSFER TAX IMPOSED BY 1966 PA 134, AS AMENDED, BY VIRTUE OF SECTION 5(h) THEREOF AND FROM THE REAL ESTATE TRANSFER TAX IMPOSED BY 1993 PA 330, AS AMENDED, BY VIRTUE OF SECTION 6(h) THEREOF.

IN WITNESS THEREOF, the State Building Authority, by its Chairperson and its Deputy Executive Director, and the American Transmission Company, by its Manager Real Estate, have caused this instrument to be executed as of the date first written above.

STATE BUILDING AUTHORITY

By: Deborah M. Roberts

Its: Deborah M. Roberts
Deputy Executive Director

By: Robert Carr

Its: Robert Carr
Chairperson

AMERICAN TRANSMISSION COMPANY

By: Thomas M. Finco

Its: Manager Real Estate

STATE OF MICHIGAN

County of Ingham

This instrument was acknowledged before me in Ingham County, Michigan, on this 13th day of August 2003, by Deborah M. Roberts, the Deputy Director, of the State Building Authority.

Notary's Stamp: **TRACY L. DECLERQ**
NOTARY PUBLIC-EATON CO., MI
MY COMMISSION EXPIRES Aug 8, 2007

Tracy L. Declerq
Notary Public
Eaton County, Michigan
My Commission Expires 8/6/07

Acting in Ingham County, MI

STATE OF MICHIGAN

County of INGHAM

This instrument was acknowledged before me in Ingham County, Michigan, on this 11th day of August, 2003, by Robert Carr, Chairperson, of the State Building Authority.

Notary's Stamp:

Mary L. DeBar
 Notary Public Mary L. DeBar
*Eaton County, Michigan
 My Commission Expires 2/14/08
*Acting in Ingham County, MI

WISCONSIN
 STATE OF ~~MICHIGAN~~

County of Waukesha

This instrument was acknowledged before me in Waukesha County, Wisconsin, on this 16th day of January, 2003, by Thomas M. Finco, the Manager Real Estate, American Transmission Company.

Notary's Stamp:

Kim McElham
 Notary Public Wisconsin
Waukesha County, Michigan
 My Commission Expires July 24, 2005

DRAFTED BY AND WHEN RECORDED RETURN TO:

Barbara J. Brown
 Assistant Attorney General
 Finance Division
 P.O. Box 30217
 Lansing, MI 48909

[Names of all signatories must be typed or legibly printed in black beneath their signatures.]

CX/pkh/BB/SBA/American Transmission Company/Easement Agreement

COMMITMENT FOR TITLE INSURANCE

Camp Manistique



TITLE INSURANCE COMPANY OF MINNESOTA

a Stock Company, of Minneapolis, Minnesota

FORM OF POLICY TO BE ISSUED.

OWNER'S POLICY without exceptions \$ 3,750,000.00	ALTA MORTGAGE POLICY WITHOUT EXCEPTIONS \$	ALTA MORTGAGE POLICY WITH EXCEPTIONS \$
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PARTY TO BE INSURED
(Owner's Policy)

STATE BUILDING AUTHORITY A PUBLIC CORPORATION,
ORGANIZED AND EXISTING UNDER THE AUTHORITY OF
ACT 163, PUBLIC ACTS MICH. 1966 AS AMENDED

PARTY TO BE INSURED
(Mortgage Policy)

DESCRIPTION OF REAL ESTATE

Situated in

CITY OF MANISTIQUE

SCHOOLCRAFT

County, Michigan

SEE ATTACHED FOR LEGAL DESCRIPTION

OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, UNPAID TAXES AND REQUIREMENTS FOR ISSUANCE OF POLICY

1. OWNER: THE STATE OF MICHIGAN

~~REQUIREMENT:~~ RECORD PROPER CONVEYANCE FROM ABOVE
TITLEHOLDER TO PARTY TO BE INSURED.

2. SUBJECT TO RIGHTS OF THE PUBLIC AND ANY GOVERNMENTAL
UNIT IN ANY PORTION OF THE CAPTIONED LAND TAKEN, USED OR
DEDICATED FOR STREET, ROAD OR HIGHWAY PURPOSES.

Easement #1

3. SUBJECT TO AN EASEMENT GIVEN TO UPPER PENINSULA POWER
COMPANY, RECORDED AUGUST 29, 1938 AT LINDER 6, PAGE 492,
SCHOOLCRAFT COUNTY RECORDS.

~~REQUIREMENT:~~ PROVIDE SATISFACTORY SURVEY BY AN APPROVED
SURVEYOR SHOWING NO VARIATION IN LOCATION OR DIMENSIONS,
ENCROACHMENTS, OR ADVERSE RIGHTS, AND SUCH EVIDENCE OF
POSSESSION AS MAY BE REQUIRED. UPON SATISFACTORY
EVIDENCE FURNISHED TO INSURER, THE POLICY TO BE ISSUED
WILL INSURE AGAINST LOSS OR DAMAGE AS A RESULT OF ANY
EXISTING VIOLATION OF RESTRICTIONS.

4. TAXES - PROPERTY NO. 77-51-700-412-00. THIS PROPERTY IS
LISTED AS TAX EXEMPT.

NOVEMBER 26 91 8:00A

This commitment is valid and binding for a period of 90 days only from

[Signature]

Authorized Officer or Agent

NOTE: The reverse side hereof is part of this commitment.

TITLE INSURANCE COMPANY OF MINNESOTA, a Minnesota Corporation, hereby agrees to issue a policy of title insurance as hereinbefore set forth upon satisfactory compliance with the requirements herein set forth and upon payment of the prescribed premium. If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject property which may arise after the date hereof and which have not been eliminated to our satisfaction. All policies are subject to the printed conditions contained in the policy form. Owners' and Mortgage Policies With Exceptions will be issued with standard exceptions as shown herein.

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES:

For All Mortgage Policies:
Requirement: Estoppel certificate on form provided by this company signed by or on behalf of all mortgagors acknowledging receipt of the mortgage consideration and making representations as to the ages of individual mortgagors and such other matters as are therein set forth.

For ALTA Mortgage Policies Without Exceptions:

Requirement: Proper export statements and waivers showing payment or release of lien rights covering improvements made on subject land in the last 90 days or satisfactory proof that no improvements have been made within the last 90 days.

Requirement: Satisfactory survey by an approved surveyor showing no variation in location or dimensions, encroachments, or adverse rights, and such evidence of possession as may be required. Upon satisfactory evidence furnished to insurer, the policy to be issued will insure against loss or damage as a result of any existing violations of restrictions.

PROVISIONS APPLICABLE TO ALL COMMITMENTS:

This Commitment is delivered and accepted upon the understanding that the party to be insured has no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting subject property other than those set forth herein and in the title insurance application. Failure to disclose such information shall render this Commitment and any policy issued pursuant thereto, null and void as to such defect, objection, lien or encumbrance.

STANDARD EXCEPTIONS WHICH APPEAR UNDER SCHEDULE B ON:

Owner's Policies:

- A. Rights of persons in possession.
- B. Mechanics' liens not of record.
- C. Such state of facts as would be disclosed by an accurate survey and personal inspection of the premises.
- D. Existing water, mineral, oil and exploitation rights, and easements which are not of record.
- E. Restrictions upon the use of the premises not appearing in the chain of title.

Mortgage Policies with Exceptions:

- A. Rights of persons in possession.
- B. Mechanics' liens not of record.
- C. Such state of facts as would be disclosed by an accurate survey and personal inspection of the premises.

IN WITNESS WHEREOF, the said Title Insurance Company of Minnesota has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the effective date hereof, the policy to be valid when countersigned by an authorized officer or agent of the Company.



TITLE INSURANCE COMPANY OF MINNESOTA



[Signature]
President

[Signature]
Secretary

NOTE: Valid only when countersigned on the reverse side hereof by a duly authorized officer or agent.

LEGAL DESCRIPTION
POLICY NO. AQ149682
11/28/91

A parcel of land being part of the NE1/4 of the NE1/4 of Section 12, T41N-R16W and part of the NW1/4 of the NW1/4 of Section 7, T41N-R15W, City of Manistique, Schoolcraft County, Michigan described as: Commencing at the Northwest corner of Section 7; thence S00deg.22'09"W, 15.58' to the South Right-of-way line of the Wisconsin Central Railroad; thence S88deg.22'52"E, 547.40' along the South Railroad Right-of-way line; thence S00deg.22'09"W, 894.43'; thence N89deg.36'54"W, 547.27' to a found concrete monument on the West line of Section 7; thence N89deg.03'11"W, 449.78' to a found concrete monument; thence S02deg.19'48"W, 60.01' to a found concrete monument; thence N89deg.03'52"W, 422.66' to the East Right-of-way line of Maple Avenue; thence N02deg.24'01"E, 104.30' along the East Right-of-way line of Maple Avenue to the North Right-of-way line of Pine Street; thence N78deg.15'15"W, 31.60' along the North Right-of-way line of Pine Street; thence N03deg.17'44"E, 867.11' to the South Right-of-way line of the Wisconsin Central Railroad; thence S88deg.22'52"E, 857.85' along the South Railroad Right-of-way line to the Point of Beginning.

petitioner is interested in said real estate as Son of said deceased, and that said was at the time of his death seized of real estate within the State of Michigan, a portion which is situated in said county, described as follows, to-wit: Lot eleven (11) in Block two (2) an addition to the Village (now City) of Manistiquette, reference being had to the recorded plat thereof.

It further appearing that at the time of his death the following named persons were the legal heirs of said deceased, viz: Mrs. Martha McManara, daughter; Herman Kiefer, Paul Kiefer, Son; Theodore Kiefer, Son; Mrs. Helen Pommer, daughter; Otto Kiefer, Son; Elsie Gonyea, daughter; Arnold Kiefer, Son. All above the age of 21 years.

It is Adjudged and Determined, That at the time of his death the persons above named were the legal heirs of said deceased and entitled to inherit the real estate of said deceased died seized.

Ed. Ashford

Judge of Probate.

SEAL

Newberry Lumber & Chemical Company
to
Upper Peninsula Power Company

Received for Record this 29th day of August
1928 at 10:00 o'clock A. M.

G. Leslie Bouschor, Register of Deeds

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Newberry Lumber & Chemical Company hereby grant permission to UPPER PENINSULA POWER COMPANY, its successors and assigns, to construct, operate and maintain during its corporate life, its lines for electric light power, including the necessary fixtures, wire and equipment, and including also the right to trim any trees along said lines, so as to keep the wires clear by at least fifty (50) feet on each side of pole line, upon, over and across its property located in City of Manistiquette, County of Schoolcraft, State of Michigan, and described as follows:

That part of the West half of the Northwest quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) Section 56 (7) Township Forty-one (41) North, Range Fifteen (15) West, more particularly described as follows: Beginning at a point on the range line ten hundred and twenty (1020) feet south of the Northwest corner of said section, thence South Eighty-one (81°) degrees East a distance of five hundred fifty-four (554) feet more or less to a point on the west boundary line of lands owned by Schoolcraft County, thence Southerly on said boundary line, which is parallel to range line a distance of one hundred one (101) feet to a point, thence North eighty-one (81°) degrees west, a distance of five hundred fifty-four (554) feet more or less to a point on the range line, thence Northerly on range line a distance of one hundred one (101) feet to the point of beginning, said strip of land being one hundred (100) feet wide, being fifty (50) feet on each side of center line of Power Line as presently located. Also that part of Government Lot one (1) section Twelve (12) Town Forty-one (41) North of Range Fifteen (15) West more particularly described as follows;

Beginning at a point on the west continuation line of Cedar Street, which is located seven hundred

... (779) feet more or less, southerly from an in
of the west line of Cedar Street extended northerly, and the north boundary line of
Twelve (12), thence easterly parallel with north boundary line of Section twelve (12)
of nine hundred sixty (960) feet thence southerly parallel to the West line of Cedar
two hundred (200) feet to the south line of Pine St., thence westerly along the south
of Pine Street and parallel to the north boundary of Section twelve, a distance of six
(600) feet to a point of intersection with the east line of Cedar St., thence northe

4
the east line of Cedar St., a distance of sixty (60) feet to a point, thence westerly and
parallel to the north line of section twelve (12) a distance of sixty (60) feet to a point
in the west line of Cedar St. extended, thence northerly along the west continuation line
of Cedar St., a distance of one hundred forty (140) feet to the place of beginning, excepting
and reserving therefrom the right of way of the Minneapolis, St. Paul and Sault Ste. Marie
Railroad thence and its branches, also excepting and reserving a perpetual right of way to
Joseph H. Berry his heirs and assigns for passing and repossessing on foot and with animals or
vehicles over a portion of said land which is more particularly described in a deed dated
July 7, 1899 and recorded in Schoolcraft County on July 17, 1899 in Liber 5 of Deeds on pages
278-279.

The Company shall reimburse them for all damage to growing crops, buildings, or
fences caused by its men and teams and trucks in entering said property for all purposes set
forth herein.

It is distinctly understood that this easement is given for the purpose of cor-
recting, both as to description and jurat, easement given to Edison Sault Electric Company on
September 26, 1931, recorded October 17, 1931, Liber 4 Misc. pages 227-23, Schoolcraft County
records.

It is further understood that this easement is given to Upper Peninsula Power
Company, a Michigan corporation, due to the fact that it is

... to the fact that it has acquired any interests of the
Wilson Sault Electric Company in and to said easement.

IN PRESENCE OF

W. C. Lawrence

Lloyd Dameron

CORPORATE SEAL

NEWBERRY LUMBER & CHEMICAL COMPANY

By W. H. Matthews

Its President

H. C. Berg

Its Asst. Sec'y.

Lawyers Title Insurance Corporation

Form 503 6-71
WARRANTY DEED—CORPORATION—Statutory Form
C.L. 1948, 565 151 M.S.A. 26.571

KNOW ALL MEN BY THESE PRESENTS: That The City of Manistique, a municipal corporation,

whose address is 300 N. Maple, Manistique, Michigan

Conveys and Warrants to the STATE OF MICHIGAN

whose address is State Capitol, Lansing, Michigan

the following described premises situated in the City of Manistique

County of Schoolcraft and State of Michigan, to-wit:

(SEE LEGAL DESCRIPTION ATTACHED)

for the full consideration of Twenty Four Thousand Two Hundred Fifty and No/100ths (\$24,250.00)
subject to existing easement recorded at Liber 6, page 492, Schoolcraft County Records

Dated this 28th day of December 19 89

Witnesses:

Signed and Sealed:

Barbara Carlson
Barbara Carlson
David Huddleston
David Huddleston

CITY OF MANISTIQUE (L.S.)

By Wallace B. Leggett
Wallace B. Leggett
Its Mayor

Patricia Erickson
Patricia Erickson
Its City Clerk

STATE OF MICHIGAN
COUNTY OF Schoolcraft

The foregoing instrument was acknowledged before me this 28th day of December 19 89

- (1) by Wallace B. Leggett and Patricia Erickson
(2) Mayor and City Clerk
(3) of the City of Manistique
(4) a Michigan Municipal

Corporation on behalf of the said corporation.

My commission expires August 23, 1993

Susan Lee Norton
Susan Lee Norton
Notary Public Schoolcraft County, Michigan

Note: Insert at (1) name(s) of officer(s) (2) title(s) of officers(s) (3) name of corporation (4) state of incorporation

Instrument Gary L. Hicks
Drafted by Assistant Attorney General Business Address 530 W. Allegan, Mason Building
8th Floor
County Treasurer's Certificate Lansing, MI 48913
City Treasurer's Certificate

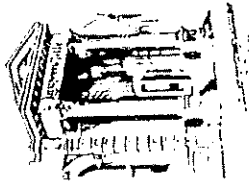
Recording Fee

State Transfer Tax This instrument exempt from
transfer tax pursuant to section 5(h) of
1966 PA 134

Tax Parcel #

When recorded return to Lois Hinkle
Dept. Management & Budget
Real Estate Services
530 W. Allegan, Lansing, 48913
Send subsequent tax bills
to

WARRANTY DEED
CORPORATION
STATUTORY FORM



Lawyers Title
Insurance Corporation

MICHIGAN STATE OFFICE
3270 W. Big Beaver Road, Troy, Mich. 48064
Area Code 313
Telephone 649-3322

*Title protection throughout Michigan,
the United States, Puerto Rico,
the Virgin Islands and Canada*

Deeds of Michigan real estate, or any interest therein, are generally subject to the tax imposed by Act 134, Public Acts of 1966, as amended. The tax is computed at the rate of 55 cents for each \$500.00 of the consideration paid. The tax is upon the grantor, and is to be paid in the county where the land is located.

If a deed is not subject to tax, it must refer to the statutory subsection under which exemption is claimed. If a deed does not state the total consideration, an affidavit giving this information must be furnished. Forms of affidavit can be obtained from registers of deeds. A deed may not be recorded by the register of deeds without payment of this tax, if applicable.

When a deed conveys lands located in two or more counties, the tax applicable to each parcel conveyed must be paid in the county where that parcel is situated.

Act 134, Public Acts of 1966, as amended, does not provide for deducting mortgages or other liens assumed by the grantor when computing payment of the tax.

5171

Form 563

A parcel of land being part of the NE 1/4 of the NE 1/4 of Section 12, T41N-R16W and part of the NW 1/4 of the NW 1/4 of Section 7, T41N-R15W, City of Manistique, Schoolcraft County, Michigan described as: Commencing at the Northwest corner of Section 7; thence S00°22'09"W, 15.58' to the South Right-of-Way line of the Wisconsin Central Railroad; thence S88°22'52"E 547.40' along the South Railroad Right-of-way line; thence S00°22'09"W 894.43'; thence N89°36'54"W, 547.27' to a found concrete monument on the West line of Section 7; thence N89°05'11"W 449.78' to a found concrete monument; thence S02°29'48"W, 60.01' to a found concrete monument; thence N89°03'52"W, 422.66' to the East Right-of-way line of Maple Avenue; thence N02°24'01"E, 104.30' along the East Right-of-way line of Maple Avenue to the North Right-of-way line of Pine Street; thence N78°15'15"W, 31.60' along the North Right-of-way line of Pine Street; thence N03°17'44"E, 867.11' to the South Right-of-way line of the Wisconsin Central Railroad; thence S88°22'52"E, 857.85' along the South Railroad Right-of-way line to the Point of Beginning.